



MISSOURI
HIGHWAYS and TRANSPORTATION
COMMISSION

JEFFERSON CITY, MISSOURI

SPECIFICATIONS

FOR

CONSTRUCTING OR IMPROVING

IFB 9 – 061004B

DISTRICT 6
Window Replacement,
Various Locations

TABLE OF CONTENTS

Specifications:

07900 Joint Sealers----- Pg.1/5

08520 Aluminum Windows----- Pg.3/5

INSERTS INCLUDE

Bid Form -----Pg. 1/1

Attachment “A”-----Pg. 1/1

Sub-Contractor Listing -----Pg. 1/1

Bid Bond-----Pg.1/1

Preference In Purchasing Products -----Pg. 1/1

Missouri Domestic Products Procurement Act -----Pg. 1/1

General and Special Terms & Conditions -----Pg. 1/6

**MAIL BID
FORM TO:**

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
1320 Creek Trail Drive – P.O. BOX 270
JEFFERSON CITY, MO 65102

REQUEST NO.	6-061004B
DATE	September 13, 2006
PAGE NO.	1
NO. OF PAGES	2

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS
WILL BE RECEIVED AT THIS OFFICE UNTIL:

1:00 PM Local Time on October 4, 2006

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING
THE FOLLOWING SUPPLIES OR SERVICE

BIDS TO BE BASED F.O.B.

MISSOURI DEPARTMENT OF TRANSPORTATION
Submit net bid as cash discount stipulations will not be considered
District 6 – Various Locations (see Attachment “A”)

**Please contact Dale Deweese @ 636/742-4612 or
314/713-6250 (cell) to arrange site visits.**

BUYER: Sherry King Sharon.King@modot.mo.gov

573/522-5591

ITEM NO.	SUPPLIES AND SERVICES	MFG. NO. OR BRAND	AMOUNT
Scope Of Work	Removal of existing window systems at various locations identified in Attachment “A”. This includes but not necessarily limits to: All glass, framing, screens, bars and anchors and replacing with new windows and security screens as specified in this proposal. It will be the contractor’s responsibility to repair any damages to the existing structure that may occur during removal of existing window system or during placement of new windows. Contractor shall include all, trim, flashing, paint, weatherproofing, etc. as required to provide a complete and functional system..		
	REGION #1		
1.	Gray Summit Franklin County		\$
2.	Villa Ridge Franklin County		\$
3.	St. Clair Franklin County		\$
4.	St. Clair Scale House (Westbound) Franklin County		\$
5.	St. Clair Scale House (Eastbound) Franklin County		\$
6.	New Haven Franklin County		\$
	TOTAL REGION #1		\$
	REGION #2		
7.	St. Charles St Charles County		\$
8.	Weldon Springs St Charles County		\$
9.	Ohio Bridge Maintenance Facility St. Louis City		\$
10.	Page St Louis County		\$
11.	Eureka St. Louis County		\$
12.	Lemay St. Louis County		\$
13.	Normandy St. Louis County		\$
14.	House Springs Jefferson County		\$
15.	Barnhart Scale House (Southbound) Jefferson County		\$
16.	Festus Jefferson County		\$
	TOTAL REGION #2		\$

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

Proposal, contract forms, and information may be obtained by calling 573/522-5591, or electronically down-loaded from http://www.modot.gov/business/contractor_resources/FacilitiesConstructionandMaintenance.htm

In compliance with the above invitation for bids, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were quoted within 90 calendar days after receipt of a formal Notice to Proceed and/or Purchase Order.

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____
Title: _____

Form E-103 (Rev. 11-04)

		ATTACHEMENT "A"					
Windows Various Locations							
Location - 3463 West Osage	6 TOTAL	Gray Summit				3 TOTAL	
Window	Nominal size	Style	Detail	Security	Obscure	MODOT to	AC
Reference	(WxH)			Screens	Glass	Board up	
W1	UIP		2				
W2	UIP		2				
W3	UIP		2				
W4	UIP		2				
W5	6'-9"X2'-9"	N/A				X	
W6	6'-9"X2'-9"	A	1	No	No		
W7	6'-9"X2'-9"	N/A				X	
W8	6'-9"X2'-9"	A	1	No	No		
W9	6'-9"X2'-9"	A	1	No	No		
W10	6'-9"X2'-9"	A	1	No	No		
W11	6'-9"X2'-9"	A	1	No	No		
W12	6'-9"X2'-9"	N/A				X	
W13	6'-9"X2'-9"	A	1	No	No		
Detail 1 Window opens slides Left to Right							
Detail 2 Windows to be used in place							
Location - 385 Rt M	8 TOTAL	Villa Ridge				3 TOTAL	
Window	Nominal size	Style	Detail	Security	Obscure	MODOT to	
Reference	(WxH)			Screens	Glass	Board up	
W1	6'-9"X2'-9"	N/A				X	
W2	6'-9"X2'-9"	C1	2	No	No	PTU	1- 3VB97
W3	6'-9"X2'-9"	A	1	No	No		
W4	6'-9"X2'-9"	N/A				X	
W5	6'-9"X2'-9"	A	1	No	No		
W6	6'-9"X2'-9"	A	1	No	No		
W7	6'-9"X2'-9"	N/A				X	
W8	6'-9"X2'-9"	A	1	No	No		
W9	6'-9"X2'-9"	A	1	No	No		
W10	49"X 37 1/2"	N	1	No	No		
W11	49"X 37 1/2"	N	1	No	No		
Detail 1 Window opens slides Left to Right							
Detail 2 Contractor to supply a split window 50/50 consisting of an insulated mapes panel for PTU (window AC & Heat) Field cut by Contractor for sleeve 27 1/4" wide x 17" high at no additional cost. The remaining 50% of window will open slides Up and Down.							

Location - 2273 N Service Rd East		10 TOTAL		St. Clair		2 TOTAL	
Window	Nominal size	Style	Detail	Security	Obscure	MODOT to	
Reference	(WxH)			Screens	Glass	Board up	
W1	6'-9"X2'-9"	B	1	Yes	No		
W2	3'-0"X3'-0"	J	3	Yes	No		
W3	6'-9"X2'-9"	N/A				X PTU	UIP
W4	6'-9"X2'-9"	C	2	Yes	No	PTU	1-3VB98
W5	6'-9"X2'-9"	B	1	Yes	No		
W6	6'-9"X2'-9"	C	2	Yes	No	PTU	1-3VB99
W7	6'-9"X2'-9"	N/A				X	
W8	6'-9"X2'-9"	B	1	Yes	No		
W9	6'-9"X2'-9"	B	1	Yes	No		
W10	6'-9"X2'-9"	B	1	Yes	No		
W11	6'-9"X2'-9"	B	1	Yes	No		
W12	6'-9"X2'-9"	B	1	Yes	No		
Detail 1 Window opens slides Left to Right with Security Screen							
Detail 2 Contractor to supply a split window 50/50 consisting of an insulated mapes panel for PTU (window AC & Heat) Field cut by Contractor for sleeve 27 1/4" wide x 17" high at no additional cost on the bottom The remaining 50% of window will open slides Up and Down .Also with Security Screen							
Detail 3 Window to open slides Up and Down with Security Screen							
Location - Rt. 100 West		11 TOTAL		New Haven		0 TOTAL	
Window	Nominal size	Style	Detail	Security	Obscure	MODOT to	
Reference	(WxH)			Screens	Glass	Board up	
W1	3'-0"x 26"	M	1	Yes	No		
W2	6'-9"X2'-9"	B	1	Yes	No		
W3	6'-9"X2'-9"	C	2	Yes	No	PTU	1-3VB97
W4	6'-9"X2'-9"	B	1	Yes	No		
W5	6'-9"X2'-9"	B	1	Yes	No		
W6	6'-9"X2'-9"	B	1	Yes	No		
W7	6'-9"X2'-9"	B	1	Yes	No		
W8	6'-9"X2'-9"	B	1	Yes	No		
W9	6'-9"X2'-9"	B	1	Yes	No		
W10	6'-9"X2'-9"	B	1	Yes	No		
W11 B	6'-9"X2'-9"	B	1	Yes	No		
Detail 1 Window opens slides Left to Right with Security Screen							
Detail 2 Contractor to supply a split window 50/50 consisting of an insulated mapes panel for PTU (window AC & Heat) Field cut by Contractor for sleeve 27 1/4" wide x 17" high at no additional cost on the bottom The remaining 50% of window will open slides Up and Down .Also with Security Screen							

Location - I-55 Mile Marker 184		9 TOTAL		Scale House Barnhart (South)		0 TOTAL	
Window	Nominal size	Style	Detail	Security	Obscure	MODOT to	
Reference	(WxH)			Screens	Glass	Board up	
W1	35.5"x 49"	S 1	1 & 5	No	Tinted		
W2	51.5"x 49"	S 2	1	No	No		
W3	51.5"x 49"	S 3	1	No	No		
W4	35.5"x 49"	S 4	1 & 5	No	Tinted		
W5	36" x 49"	S 5	2	No	No		
W6	36" x 49"	S 8	3	No	No		
W7	36" x 49"	S 5	2	No	No		
W8	36" x 49"	S 6	3	No	No		
W9	18" x 25"	S 7	4	No	Yes		
Detail 1 This is a structural window, Contractor to trim all vertical supports with aluminum material to be maintenance free. Windows are Fixed glass.							
See window elevations for glass requirements							
Detail 2 Contractor to supply a Fixed glass window.							
Detail 3 Contractor to supply a split window 50/50 consisting of an insulated mapes panel for PTU (window AC & Heat) Field cut by Contractor for sleeve 27 1/4" wide x 17" high at no additional cost on the bottom							
The remaining 50% of window is fixed glass							
Detail 4 Window opens slides up and down and obscure glass							
Detail 5 - Tinted window unit consisting of 1/4" laminated tempered glass exterior and a 1/8" "PPG Graylite" Tempered interior glass							
Location - 615 Viola Ln		4 TOTAL		Eureka		2 TOTAL	
Window	Nominal size	Style	Detail	Security	Obscure	MODOT to	
Reference	(WxH)			Screens	Glass	Board up	
W1	UIP		2				AC
W2	UIP		2				2 UNITS
W3	UIP		2				3VB97
W4	UIP		2				THRU
W5	UIP		2				WALL
W6	6'-9"X2'-9"	N/A				X	
W7	UIP		2				
W8	UIP		2				
W9	6'-9"X2'-9"	A	1	No	No		
W10	6'-9"X2'-9"	A	1	No	No		
W11	12"X2'-9"	N/A				X	
W12	6'-9"X2'-9"	A	1	No	No		
W13	6'-9"X2'-9"	A	1	No	No		
Detail 1 Window opens slides Left to Right							
Detail 2 Windows to be used in place							

Location - 2360 Old Hwy 94 South		St. Charles				4 TOTAL	
Window	Nominal size	Style	Detail	Security	Obscure	MODOT to	
Reference	(Who)			Screens	Glass	Board up	
W1	3'-8"X 32"	F	1	No	No		
W2	3'-8"X 32"	N/A	5			X PTU	1-3VB97
W3	3'-8"X 32"	N/A	5			X PTU	1-3VB99
W4	3'-0"X 2'-0"	F 1	1	No	No		
W5	3'-0"X 2'-0"	F 1	1	No	No		
W6	5'-1"X 5'-4"	G	2	No	No		
W7	5'-1"X 5'-4"	H	3	No	No		
W8	5'-1"X 5'-4"	H	3	No	No		
W9	5'-1"X 5'-4"	H	3	No	No		
W10	5'-1"X 5'-4"	H	3	No	No		
W11	5'-1"X 5'-4"	H	3	No	No		
W12	5'-1"X 5'-4"	H	3	No	No		
W13	5'-1"X 5'-4"	G	2	No	No		
W14	5'-1"X 5'-4"	N/A				X	
W15	5'-1"X 5'-4"	N/A				X	
W16	5'-1"X 5'-4"	H	3	No	No		
Detail 1 Window opens slides Up and Down							
Detail 2 Contractor to supply a split window, Bottom 2' of window will open slide left to right							
The top part of window will be		insolated mapes panel.					
Detail 3 Contractor to supply a split window, Bottom 2' of window will open slide left to right							
The top part of window will be fixed glass							
Detail 5 MODOT will frame up for PTU							
Location - 7101 Rt 94 West		Weldon Springs				2 TOTAL	
Window	Nominal size	Style	Detail	Security	Obscure	MODOT to	
Reference	(WxH)			Screens	Glass	Board up	
W1	6'-9"X2'-9"	A	1	No	No		NO
W2	6'-9"X2'-9"	N/A				X	AC
W3	6'-9"X2'-9"	N/A				X	
W4	6'-9"X2'-9"	A	1	No	No		
W5	6'-9"X2'-9"	A	1	No	No		
W6	6'-9"X2'-9"	A	1	No	No		
W7	6'-9"X2'-9"	A	1	No	No		
W8	6'-9"X2'-9"	A	1	No	No		
W9	6'-9"X2'-9"	A	1	No	No		
W10	6'-9"X2'-9"	A	1	No	No		
W11	6'-9"X2'-9"	A	1	No	No		
W12	6'-9"X2'-9"	A	1	No	No		
Detail 1 Window opens slides Left to Right							

Location - 4360 Ohio		7 TOTAL	Ohio Bridge Maintenance			3 TOTAL		
Window	Nominal size	Style	Detail	Security	Obscure	MODOT to		
Reference	(WxH)			Screens	Glass	Board up		
W1	41" X 53"	E	1	Yes	No			
W2	41" X 53"	E 1	2	Yes	No	PTU	1-3VB97	
W3	45" X 8'	N/A				X PTU	1-3VB98	
W4	45" X 8'	I	3	Yes	No			
W5	45" X 8'	D	4	Yes	No			
W6	45" X 8'	D	4	Yes	No			
W7	45" X 8'	D	4	Yes	No			
W8	45" X 8'	D	4	Yes	No			
W9	45" X 8'	N/A				X		
W10	45" X 8'	N/A				X		
Detail 1 Window opens slides Up and Down with Security Screen								
Detail 2 Contractor to supply a split window 50/50 consisting of an insulated mapes panel for PTU (window AC & Heat) Field cut by Contractor for sleeve 27 1/4" wide x 17" high at no additional cost on the bottom The remaining 50% of window will be fixed glass.								
Also with Security Screen								
Detail 3 Contractor to supply Window one peace split into 3rds Top 1/3 & middle 1/3 insulated mapes panel Bottom 1/3 window opens Left to Right also with Security Screen								
Detail 4 Contractor to supply Window one peace split into 3rds Top 1/3 insulated mapes panel Middle 1/3 fixed glass Bottom 1/3 window opens Left to Right also with Security Screen								
Location - 4185 Hoffmeister Ave		12 TOTAL	Lemay				2 TOTAL	
Window	Nominal size	Style	Detail	Security	Obscure	MODOT to		
Reference	(WxH)			Screens	Glass	Board up		
W1	42.5"x31.5"	K	4	No	No			
W2	42.5"x31.5"	N/A				X PTU	1-3VB99	
W3	6'-9"X2'-9"	C 1	2	No	No	PTU	1-3VB97	
W4	6'-9"X2'-9"	C 1	2	No	No	PTU	1-3VB97	
W5	6'-9"X2'-9"	C 2	3	No	No			
W6	6'-9"X2'-9"	C 2	3	No	No			
W7	6'-9"X2'-9"	A	1	No	No			
W8	6'-9"X2'-9"	A	1	No	No			
W9	6'-9"X2'-9"	A	1	No	No			
W10	6'-9"X2'-9"	N/A				X		
W11	6'-9"X2'-9"	A	1	No	No			
W12	6'-9"X2'-9"	A	1	No	No			
W13	6'-9"X2'-9"	A	1	No	No			
W14	6'-9"X2'-9"	A	1	No	No			
Detail 1 Window opens slides Left to Right								
Detail 2 Contractor to supply a split window 50/50 consisting of an insulated mapes panel for PTU (window AC & Heat) Field cut by Contractor for sleeve 27 1/4" wide x 17" high at no additional cost on the bottom The remaining 50% of window will open slides Up and Down .								
Detail 3 Contractor to supply a split window 1/4x3/4.the 1/4 of window consisting of a mapes panel for restroom exhaust fan remaining 3/4 of window to Open slides Left to Right.								
Approximant size of 1/4 of window is 21"								
Dental 4 Window Opens slides Up and Down								

**SECTION
07900**

JOINT SEALERS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Sealants and joint backing.
- B. Pre-compressed foam sealers.
- C. Hollow gaskets.

1.2 RELATED SECTIONS

- A. Section 08410 – Aluminum Entrances and Storefronts.
- B. Section 08520 – Aluminum Windows.
- C. Section 08800 - Glazing

1.3 REFERENCES

- A. ASTM C834 - Standard Specification for Latex Sealing Compounds.
- B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants.
- C. ASTM C1193 - Standard Guide for Use of Joint Sealants.
- D. ASTM D1056 - Standard Specification for Flexible Cellular Materials - Sponge or Expanded Rubber.
- E. ASTM D1565 - Standard Specification for Flexible Cellular Materials -Vinyl Chloride Polymers and Copolymers (Open-Cell Foam).
- F. ASTM D1667 - Standard Specification for Flexible Cellular Materials -Vinyl Chloride Polymers and Copolymers (Closed-Cell Foam).

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years experience.
- B. Applicator Qualifications: Company specializing in performing the work of this section and approved by manufacturer.

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.6 COORDINATION

- A. Coordination and Meetings: Coordination requirements.
- B. Coordinate the work with all sections referencing this section.

1.7 WARRANTY

- A. Correct defective work within a five-year period after Date of Substantial Completion.
- B. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal and exhibit loss of adhesion or cohesion or do not cure.

1.8 SEALANTS

- A. Type I - General Purpose Exterior Sealant: Polyurethane or Polysulfide; ASTM C920, Grade NS, Class 25, Uses M, G and A; single or multi- component.
 - 1. Standard colors matching finished surfaces.
- B. Type II - General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C834, single component, paintable.
 - 1. .Standard colors matching finished surfaces. Applications: Use for:
 - a. Joints between door and window frames and wall surfaces.

PART 2 PRODUCTS

2.2 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D1056, sponge or expanded rubber; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that substrate surfaces and joint openings are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

3.2 PREPARATION

- A. Remove loose materials and foreign matter that might impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Protect elements surrounding the work of this section from damage or disfiguration.

3.3 INSTALLATION

- A. Perform installation in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- D. Install bond breaker where joint backing is not used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges and sags.
- F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- G. Tool joints concave.

3.4 CLEANING

- A. Clean adjacent soiled surfaces.

3.5 PROTECTION OF FINISHED WORK

- A. Protect sealants until cured.

END OF SECTION

**Section
08520**

ALUMINUM WINDOWS

PART 1 GENERAL

1.1 SUMMARY

- A. Provide aluminum windows where shown on the Drawings, as specified herein and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work of this Section include but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.

1.2 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product data: Within 35 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed to be provided under this Section;
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
 - 3. Shop Drawings in sufficient detail to shown fabrication, installation, anchorage, and interface of the work of this Section with the work of adjacent trades;
 - 4. Manufacturer's recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work.

1.3 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. In addition to complying with pertinent regulations of governmental agencies having jurisdiction:
 - 1. Comply with ANSI-AAMA 101-88 for the designations specified.
 - 2. All windows shall bear the "AAMA Certification Program" gold label indicating conformance to ANSI/AAMA 101-88, "Heavy Commercial" grade.
 - 3. All windows shall be warranted for one year against defects in material or workmanship under normal use.
 - a. Finish shall be warranted for ten years against chipping, peeling, cracking or blistering.
 - b. Insulated glass shall be warranted for five years against visual obstruction resulting from film formation or moisture collection between the internal glass surfaces.
 - c. Installer shall provide warranty for one year performance on operation and air/water specified levels including labor to repair component parts.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01640.

PART 2 PRODUCTS

2.1 ALUMINUM WINDOWS

- A. Provide aluminum windows of the types and dimensions shown on the Drawings, complete with anchors of the types needed for the installation and complying with the following standards as defined in NSI-AAMA 101-88:
 - 1. Double Hung Window: DH-C45
 - 2. Horizontal Sliding: HS-C20
 - 3. Single Hung Window: C45
 - 4. Mapes panels, 3/4" insulated, bronze finish as per drawings.
- B. Finish:
 - 1. Provide electrostatically applied acrylic or baked on polyester enamel on all window members.
 - 2. The finish color shall be selected by the Owner from the manufacturer's standard color options.
- C. Glass and Glazing
 - 1. Each window shall be factory single glazed to 3/4" insulated glass with two lites of 1/8" (DSB). Glass units shall be tested, certified and carry the respective CBA level certification on glass spacer on each double hung.
 - 2. Provide standard 1/8" (DSB), dual marine glazing on each horizontal sliding window.
 - 3. Or as stated on Drawings and/or for the Scale House.
- D. Acceptable Products: Double Hung (3 1/4" frame depth)
 - 1. Quaker Eric Series Double Hung Tilt-In with full hinged .028 dia. security screen with integral stainless steel insect screen, Quaker Window Company, Highway 63 South, P.O. Box 128, Freeburg, MO. 65035 Ph: 800-347-0438
 - 2. Equal products with prior approval from the Architect/Owner
- E. Acceptable Products: Sliding
 - 1. Quaker Lisa Series Double Horizontal Slider with full width hinged .028 dia. security screen with integral stainless steel insect screen, Quaker Window Company, Highway 63 South, P.O. Box 128, Freeburg, MO. 65035 Ph: 800-347-0438
 - 2. Equal products with prior approval from the Architect/Owner

PART 3 EXECUTION

3.1 SURFACE CONDITIONS

- A. Install the work of this Section in strict accordance with the manufacturer's recommendations as approved by the Architect, anchoring all units firmly into position square, plumb, straight and true.
- B. Dissimilar materials:
 - 1. Where aluminum surfaces come in contact with metals other than stainless steel, zinc or white bronze of small area, isolate the aluminum by one of the following methods:
 - a. Apply a good quality sealant material between the aluminum and the dissimilar metal.
 - b. Isolate the dissimilar metals with non-absorptive tape or gaskets.

3.2 CLEANING

- A. Labels:
 - 1. Leave all labels in place, intact and legible, until reviewed and approved by the Architect.
 - 2. Do not at any time remove required AAMA labels.

- B. Prior to completion of the Work, thoroughly clean all exposed surfaces of windows and screens.
 - 1. Use only the cleaning materials and techniques recommended by the manufacturer of the material being cleaned.
 - 2. Do not scratch or otherwise damage the glass, screen or aluminum finish.

END OF SECTION

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Facilities Management) Division and must be dated in the current calendar year.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

- [] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
- [] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:
- _____
- _____
- [] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

- [] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____
- _____
- [] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____
- _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

SUBCONTRACTOR LISTING

1. For portions of the Work equaling or exceeding 1% of the total proposed Contract Sum, the undersigned proposes to use the following subcontractors. Except as otherwise approved by the Owner, the undersigned proposes to perform all other portions of the Work with his own forces.

2. Portion of the Work: Subcontractor name and address:

_____	_____

_____	_____

_____	_____

_____	_____

_____	_____

USE ADDITIONAL SHEETS
IF REQUIRED

PROVIDE SIGNATURE
IDENTICAL TO THAT
SHOWN ON THE BID FORM

BIDDER:

by _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____,
as Principal, and _____,
as Surety, are held firmly bound unto the State of Missouri (acting by and through the Missouri Highway and
Transportation Commission) in the penal sum of _____ Dollars (\$ _____),
to be paid to the State of Missouri, or the Missouri Highway and Transportation Commission, to be credited to the
State Road Fund and Principal and Surety binding themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20_____.

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS, the Principal is submitting herewith a bid to the Missouri Highway and Transportation Commission on
Route(s) _____,
in _____ County(ies), Project(s) _____,
for construction or improvement as set out in said proposal.

NOW THEREFORE, if the Missouri Highway and Transportation Commission shall accept the bid of the Principal,
and if said Principal shall properly execute and deliver to the Missouri Highway and Transportation Commission the
Contract, Contract Bond, Specifications and evidence of insurance coverage in compliance with the requirements of
the Proposal, to the satisfaction of the Missouri Highway and Transportation Commission, then this obligation shall
be void and of no effect, otherwise to remain in full force and effect.

In the event the said Principal shall, in the judgment of the Missouri Highway and Transportation Commission, fail to
comply with any requirement as set forth in the preceding paragraph, then the State of Missouri, acting through the
Missouri Highway and Transportation Commission, shall immediately and forthwith be entitled to recover the fees,
and any other expense of recovery.

Principal

Surety

By _____

Attorney in Fact (SEAL)

Attest: (CORPORATE SEAL)

Corporate Secretary

Note: This bond must be executed by the Principal and by a Corporate Surety authorized to conduct
surety business in the State of Missouri.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeree and must be adhered to. If time varies on different items, the Bidder/Offeree shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeree will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeree agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification. Modifications cost shall not allow overhead and profit for the contractor or subcontractor actually performing the work shall not exceed 15%. When one or more tiers of subcontractors are used, in no event shall any contractor or subcontractor receive as overhead and profit more than 7% of the cost of the work performed by any of his subcontractors. In no case shall the total overhead and profit paid by the owner on any change order exceed twenty five percent (25%) of the cost of materials, labor and equipment necessary to accomplish any approved modification.

Subcontracting

- a. Consent to subcontract any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- b. The bidder shall complete and submit a listing of proposed Subcontractors for work equaling or exceeding 1% of the total proposed Contract Sum. MHTC reserves the sole right to accept or reject proposed subcontractors.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears for each project. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
- 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.
- b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.
- c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

SPECIAL TERMS AND CONDITIONS

Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
- 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.
 - 2) Public Liability (includes property damage and personal injury):
 - i. Not less than \$400,000 for any one person in a single accident or occurrence.
 - ii. Not less than **\$1,000,000** for all claims arising out of a single occurrence.
 - 3) Special Hazard Insurance: As required.

PRODUCTS

- a. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents. Provide interchangeable components of the same manufacture for components being replaced.
- b. All material used must be of First (1st) Rate material, free of any defects.
- c. If and when requested by the Commission, the contractor shall supply copies of material samples, color charts, etc. to **District 6 –General Services/Facilities Maintenance** located at **1590 Woodlake Drive, Chesterfield, MO 63017**. Samples shall be supplied to the District at the contractor's own expense.

PRODUCT OPTIONS

- a. All specifications that specify manufacture's brand name and/or model number are for reference purposes only. Contractors are encouraged to bid functional equivalents. MHTC evaluation of "functional equivalents" shall be final.

SUBSTITUTIONS

- a. Architect/Engineer will consider requests for Substitutions only within 15 days after date established in Notice to Proceed. Substitutions may be considered when a Product becomes unavailable through no fault of the Contractor. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- b. A request constitutes a representation that the Contractor:
 - 1) Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 - 2) Will provide the same warranty for the Substitution as for the specified Product.
 - 3) Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4) Waives claims for additional costs or time extension that may subsequently become apparent.
 - 5) Will reimburse Owner for review or redesign services associated with re-approval by authorities.
- c. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request or when acceptance will require revision to the Contract Documents.

Substitution Submittal Procedure:

- 1) Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
- 2) Submit shop drawings, product data and certified test results attesting to the proposed Product equivalence. Burden of proof is on proposer.
- 3) The Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

Required Specifications

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification **#07900, 08410, 08520, 08800** and any other provisions outlined in the solicitation documents.

Proposal/Bid Guaranty/Contract Bond

- a. Each proposal shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

Information and Reports

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Prevailing Wage

- a. If the bid/quote/proposal is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following counties: **Franklin, Jefferson, St. Louis City, St. Louis County, St. Charles**. The Annual Wage Order #13 may be inspected at any District Office or at the Central Office in Jefferson City, MO.
- b. The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

Permits, Licenses and Safety Issues

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

Award

- a. Award of this bid/quote/proposal will be made on an **"Region by Region"** basis using the **"lowest and best"** principle of award subject to the Commission's right to reject any or all line items.
- b.

Failure to Execute Contract

- a. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15-days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

Notice to Proceed

- a. Within **30 days** after the execution of the contract, a **"Notice to Proceed"** and/or Purchase Order will be issued.

Delivery – Additional Requirements

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
- 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
 - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
- b. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- c. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

- b. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

Cancellation of Contract

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.
- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of one-hundred dollars (\$100.00) per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

Environmental Issues

- a. Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.
- b. The material to be supplied under the contract will comply with the quality and gradation requirements of the **Missouri Standard Specifications for Highway Construction, Edition of 2004**, and any revisions thereto, unless modified by these specifications.